

M&T Bank

MPLE INTEREST
New AUGUST 22nd, 2015

Account #

RETAIL INSTALMENT CONTRACT (MOTOR VEHICLE - NY)

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$
6.59 %	\$ 10721.70	\$ 42163.02	\$ 52884.72	\$ 54634.72

Your Payment Schedule will be:
No. of Payments 84 Amount of Payments \$ 629.56 When Payments Are Due Monthly, beginning 10/06/2015

Filing Fees: \$ N/A

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Security: You are giving a security interest in the Vehicle being purchased. Late Charge: If a payment is more than 10 days late, you will be charged 15% of the full payment amount. Prepayment: If you pay off early, you will not have to pay a penalty.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

SELLER: STAR HYUNDAI, LLC
Name: STAR HYUNDAI, LLC Address: 201-16 NORTHERN BLVD BAYSIDE NY 11361 Zip Code: 11361

BUYER(S): BLANCA I LUCIANO 95-04 97TH ST 2FL OZONE PARK NY 11416 Zip Code: 11416

Vehicle Identification No. 5XYZUDLBXGG324528
Year and Make 2012 HYUNDAI SANTA FE Model Body Style SUBN No. Cyl 4 Truck Ton Capacity 3616

ITEMIZATION OF AMOUNT FINANCED:
Unpaid Cash Price Balance \$ 37136.52
Amounts Paid to Others on Your Behalf** \$ 0.00
License, Tag and Registration \$ 50.00
To Credit Insurance Company \$ N/A
To VSI Insurance Company** \$ 0.00
To Property Insurance Company \$ N/A

PROPERTY INSURANCE: You are required to obtain and maintain insurance on the Vehicle, endorsed to protect us as loss-payee, BUT YOU MAY CHOOSE THE AGENT OR BROKER OF YOUR CHOICE. IF YOU FINANCE THE PROPERTY INSURANCE PREMIUM, COMPLETE THE FOLLOWING:
REGISTRAR: BLANCA I LUCIANO
deductible, Collision \$ 500.00, deductible, \$ 500.00
Insurance Company: 08/22/2015 Policy Number: N/A

RENTOR'S SINGLE INTEREST INSURANCE: If your box is checked, we require Vendor's Single Interest Insurance. You may choose the person through whom Vendor's Single Interest Insurance is to be obtained. This insurance is for the sole protection of the Assignee and your interest is not covered. If insured through us, the cost of such insurance is shown in the "Itemization of Amount Financed" in the box labeled "To VSI Insurance Company**".

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance, Credit Disability Insurance and Credit Involuntary Unemployment Insurance are not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost disclosed. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term indicated.

By signing, you select Single Credit Life Insurance, which costs \$ N/A What is your age? N/A Yrs. By signing, you select Single Credit Disability Insurance, which costs \$ N/A What is your age? N/A Yrs.

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages? N/A Yrs. By signing, you both select Joint Credit Disability Insurance, which costs \$ N/A What are your ages? N/A Yrs.

By signing, you select Single Credit Involuntary Unemployment Insurance, which costs \$ N/A What is your age? N/A Yrs. By signing, you both select Joint Credit Involuntary Unemployment Insurance, which costs \$ N/A What are your ages? N/A Yrs.

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A What are your ages? N/A Yrs. By signing, you both select Joint Credit Disability Insurance, which costs \$ N/A What are your ages? N/A Yrs.

By signing, you select Single Credit Life Insurance, which costs \$ N/A What is your age? N/A Yrs. By signing, you select Single Credit Disability Insurance, which costs \$ N/A What is your age? N/A Yrs.

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By signing, you select Single Credit Life Insurance, which costs \$ N/A What is your age? N/A Yrs. By signing, you select Single Credit Disability Insurance, which costs \$ N/A What is your age? N/A Yrs.

ance, which costs \$ _____
Insurance, which costs \$ _____ N/A
1. X
2. X
Signatures of both Buyers to be insured for
Joint Credit Involuntary Unemployment Insurance
Insurer: _____ Term: N/A

CANCELLATION COVERAGE IS NOT REQUIRED: Debt Cancellation Coverage provides for the cancellation of your liability for amounts you owe under this Contract in excess of the of the Vehicle in the event of a total loss of the Vehicle. This is sometimes called "GAP" coverage. GAP coverage is not required to obtain credit and will not be provided unless it is d and you sign a separate GAP Notice requesting GAP coverage, which means you want GAP coverage and agree to pay the additional cost disclosed in the "Itemization of Amount ed"

NOTE: We intend to assign this Contract and Security Agreement to the Assignee named in this provision. If the Assignee assigns the Contract to a subsequent assignee, the term also to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the ee. The Assignee's name and address is:

M&T BANK
Installment Loan Operations, One Fountain Plaza, P.O. Box 767
Buffalo, New York 14240

NOTE: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in ntract. **Co-Signer will not be an Owner of the Vehicle.**

NOTE: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), m all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

NOTE: The terms shown in the boxes above are part of this Contract.

SE TO PAY: You agree to pay us the Total Sale Price for the Vehicle in U.S. funds by the Total Down Payment, and paying us the Amount Financed plus the credit charge (called "Interest" in this Contract) at the Annual Percentage Rate shown You promise to make payments in accordance with the Payment Schedule. You to make payments on or before the same day of each month as the first payment e. You agree to pay all other amounts which may become due under the terms of tract. You agree to make payments at the place or to send payments to the which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Vehicle, in all parts (called "Accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to re a part of the Finance Charge.

BE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank space. 2. You are entitled to a letely filled-in copy of this Contract. 3. Under the law, you have the right to pay off in advance the full amount due. If you , you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under some instances obtain a rebate of the credit service charge. 4. According to law you have the privilege of purchasing the insurance motor vehicle provided for in this Contract from an agent or broker of your own selection.

g below, we agree to sell the Vehicle to you under the terms of this Contract.

You hereby acknowledge receipt of a copy of this Contract.

RETAIL INSTALLMENT CONTRACT

STAR HYUNDAI, LLC

08/22/2015

(SEAL)

Date

BUYER X

08/22/2015

(SEAL)

Date

BUYER X

(SEAL)

Date

CO-SIGNER NOTICE

ree to pay the debt identified above, although you may not personally receive any property, services or money. You may be sued for t, although the person who receives the property, services or money is capable of paying the debt. You should know that the Total of ts listed above does not include Finance Charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs ney's fees, or other charges that are stated in the Contract. You will also have to pay some or all of these costs and charges as required by is of the Contract. This notice is not the writing that obligates you to pay the debt. You have read the Retail Installment Contract, which ; the exact terms of your obligation, and the Co-Signer(s) Notice.

a been given a completed copy of this Notice and each writing that obligates you or the Buyer on this Contract.

If Co-Signer _____ Date _____ Signature of Co-Signer _____ Date _____

YOU SHOULD READ THE NOTICE TO CO-SIGNER ABOVE, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer", promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, i we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our rest. You also acknowledge receiving a completed copy of this Contract.

Signature _____ (SEAL) _____ Address _____ Date _____

Signature _____ (SEAL) _____ Address _____ Date _____

SECURITY AGREEMENT: You, the person signing below as "Co-Owner", together with the Buyer(s) being all of the Owners of the Vehicle, give us a security interest in the ied above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the st to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency 3 due after repossession and sale of the Vehicle.

Signature _____ Address _____ Date _____

ASSIGNMENT

es to be bound by all provisions of this Contract. Also, for value received and intending to be legally bound hereby, the Seller (a) assigns this Contract to the Assignee I subject to all terms and conditions of the dealer agreement currently in effect between Seller and Assignee and (b) makes, with respect to this Contract, all warranties and set forth in such dealer agreement. Whether or not Seller signs this Assignment, if Assignee takes assignment of the Contract from the Seller, then such assignment shall be without recourse", pursuant to the dealer agreement, and made as of the date of the Contract. For purposes of this Assignment, Seller hereby appoints Assignee as its to supply any missing signatures of Seller hereunder.

Name of Seller

Signature and Title of Person Signing for Seller

No Cooling Off Period

es not provide for a "cooling off" or other cancellation period for this Contract. Therefore, you cannot later cancel this Contract use you change your mind or wish you had acquired a different item. After you sign above, you may only cancel this Contract for reasons.

NYSDCLS-11 4/2/2004
Financial Services - BANCO

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ORIGINAL - White • BUYER'S COPY - Canary • CO-SIGNER'S COPY - Pink • SELLER'S COPY - Goldenrod

Interest Rate _____ %

TRUE COPY- UCC NON-AUTHORITATIVE COPY

By signing, you select Single Credit
Involuntary Unemployment Insurance, which costs \$ N/A
X
Signature of Buyer to be insured for Single Credit
Involuntary Unemployment Insurance
Insurer: _____ Term: N/A

By signing, you both select Joint Credit
Involuntary Unemployment Insurance, which costs \$ N/A
1. X _____
2. X _____
Signatures of both Buyers to be insured for
Joint Credit Involuntary Unemployment Insurance
Insurer: _____ Term: N/A

DEBT CANCELLATION COVERAGE IS NOT REQUIRED: Debt Cancellation Coverage provides for the cancellation of your liability for amounts you owe under this Contract in excess of the value of the Vehicle in the event of a total loss of the Vehicle. This is sometimes called "GAP" coverage. GAP coverage is not required to obtain credit and will not be provided unless it is offered and you sign a separate GAP Notice requesting GAP coverage, which means you want GAP coverage and agree to pay the additional cost disclosed in the "Itemization of Amount Financed".

ASSIGNEE: We intend to assign this Contract and Security Agreement to the Assignee named in this provision. If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee's name and address is:

M&T BANK
Installment Loan Operations, One Fountain Plaza, P.O. Box 767
Buffalo, New York 14240

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. **Co-Signer will not be an Owner of the Vehicle.**

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle in U.S. funds by making the Total Down Payment, and paying us the Amount Financed plus the credit service charge (called "Interest" in this Contract) at the Annual Percentage Rate shown above. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give us a security interest in the Vehicle, in all parts (called "Accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this Contract. 3. Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under some circumstances obtain a rebate of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this Contract from an agent or broker of your own selection.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

You hereby acknowledge receipt of a copy of this Contract.

RETAIL INSTALLMENT CONTRACT

SELLER X STAR HYUNDAI, LLC

BY: [Signature] (SEAL) 08/22/2015
Date

BUYER X [Signature] (SEAL) 08/22/2015
Date
BUYER X _____ (SEAL) _____
Date

CO-SIGNER NOTICE

You agree to pay the debt identified above, although you may not personally receive any property, services or money. You may be sued for payment, although the person who receives the property, services or money is capable of paying the debt. You should know that the Total of Payments listed above does not include Finance Charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that are stated in the Contract. You will also have to pay some or all of these costs and charges as required by the terms of the Contract. This notice is not the writing that obligates you to pay the debt. You have read the Retail Installment Contract, which contains the exact terms of your obligation, and the Co-Signer(s) Notice.

You have been given a completed copy of this Notice and each writing that obligates you or the Buyer on this Contract.

X _____ X _____
Signature of Co-Signer Date Signature of Co-Signer Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER ABOVE, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer", promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

X _____ (SEAL) _____
Co-Signer's Signature Address Date
X _____ (SEAL) _____
Co-Signer's Signature Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner", together with the Buyer(s) being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

X _____
Co-Owner's Signature Address Date

ASSIGNMENT

The Seller agrees to be bound by all provisions of this Contract. Also, for value received and intending to be legally bound hereby, the Seller (a) assigns this Contract to the Assignee pursuant to and subject to all terms and conditions of the dealer agreement currently in effect between Seller and Assignee and (b) makes, with respect to this Contract, all warranties and representations set forth in such dealer agreement. Whether or not Seller signs this Assignment, if Assignee takes assignment of the Contract from the Seller, then such assignment shall be deemed to be "without recourse", pursuant to the dealer agreement, and made as of the date of the Contract. For purposes of this Assignment, Seller hereby appoints Assignee as the person to supply any missing signatures of Seller or Assigner.

Date _____ Name of Seller _____ Signature and Title of Person signing for Seller _____

No Cooling Off Period

State law does not provide for a "cooling off" or other cancellation period for this Contract. Therefore, you cannot later cancel this Contract simply because you change your mind or wish you had acquired a different item. After you sign above, you may only cancel this Contract for legally valid reasons.

REVERSE SIDE — ADDITIONAL TERMS AND CONDITIONS

1. **HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

2. **COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

3. **EFFECT OF INSURANCE PREMIUMS ON THE ANNUAL PERCENTAGE RATE (APR) AND FINANCE CHARGE FOR LOANS OVER 60 MONTHS:** You understand that if your loan is in excess of 60 months and you have voluntarily elected to purchase group credit life and/or group credit disability and/or group credit involuntary unemployment insurance, such insurance coverage may be limited to the first 60 months as indicated. If a term greater than 60 months is indicated then the insurance premium you pay is calculated monthly on the scheduled outstanding balance of your account. Thus, as your balance decreases, your insurance premium will also decrease. At the beginning of the loan term, your insurance premium will be larger, so less of your monthly payment will be applied to your loan principal at the beginning of the loan than would be applied had you not elected to purchase insurance. You understand that the Finance Charge and APR disclosed in the Truth-in-Lending disclosure reflect the effect of your election to purchase insurance.

4. **APPLICATION OF PAYMENTS:** We will apply your payments first to interest, then to other charges that you agreed to under this Contract which may become due (such as late charges) in any order that we choose, and then to the unpaid principal balance.

5. **PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time. If you prepay this Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make.

6. **LATE CHARGES:** If any installment owing under this Contract is overdue for more than 10 days, you will pay a late charge of 15% of the full payment amount.

7. **RETURNED CHECK CHARGE:** If any payment is made with a check which is dishonored by the drawee, unless prohibited by law, you agree to pay us an insufficient Funds Fee of \$30.00.

8. **WAIVERS:**

a. **WAIVER BY SELLER AND ASSIGNEE:** If you have, or make in the future, another loan agreement with the Assignee, the Assignee might obtain a security interest in your principal dwelling or that of someone else to secure that other loan agreement. That security agreement may provide that the principal dwelling secures not only that other loan agreement but also all other loan agreements of yours with the Assignee. The Assignee waives (gives up) any right to claim a security interest in the principal dwelling of any person to secure this Agreement unless the security interest is specifically given to secure this Agreement.

b. **WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

9. **INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until the unpaid balance is paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration due to a default by you. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

10. **YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle, including signing documents that we believe are necessary to protect our security interest in the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will promptly pay the obligation and clear the lien.

11. **YOUR PROMISES ABOUT THE VEHICLE:** You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will immediately notify us in writing if the Vehicle is lost, stolen, damaged or destroyed. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in writing first.

12. **YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance cannot be subject to a deductible amount greater than \$500.00. The insurance must name us as "loss payee" on the policy. The insurance must be written by an insurance company qualified to do business in New York and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least 10 days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of any loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in Default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. Until all amounts payable under this Contract are paid, you irrevocably authorize us to make and settle any claims to the insurance and to sign your name to endorse any check or other order payable in connection with it (such as a check for any refund of any unearned premium).

13. **RISK OF LOSS:** You will be bound by this Contract even if the Vehicle is lost, stolen, damaged or destroyed.

14. **OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE:** If you fail to keep your promises to pay filing fees, taxes, or liens, we may advance any money you promised to pay. IF YOU FAIL TO KEEP YOUR PROMISES ABOUT REQUIRED INSURANCE WE MAY ADVANCE MONEY TO OBTAIN INSURANCE TO COVER LOSS OR DAMAGE TO THE VEHICLE. THE INSURANCE WE BUY FOR YOU COULD BE MUCH MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE YOU COULD BUY YOURSELF. We can, but we will not have to, maintain any insurance required by this Contract in connection with your Vehicle if you do not maintain it, even if it protects only our interest in your Vehicle. You must pay us any amount we pay for the insurance and interest on the portion of that amount not yet paid by you as though that portion were an amount on which interest was payable under this Contract. We will send you a notice that you have the option of (a) paying that amount and the interest within 10 days after the date we send you the notice; (b) paying that amount and the interest in monthly installments each of which, or each of which except the last, will be equal in amount, the last of which, if not equal in amount to the others, will be of a smaller amount and the number of which will be equal to the number of installments that are to become due after the date we send you the notice; or (c) paying that amount and the interest in any other way we offer. If you do not pay that amount and the interest as provided in (a) of the preceding sentence, you must pay them as provided in (b) or (c) of that sentence. Any amount we do advance will be secured by the Vehicle. If any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.

15. **DEFAULT:** In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

a. You do not make any payment on or before it is due and the installment remains unpaid

i. You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated; or
g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or insolvency proceedings against you; or
h. You take the Vehicle outside the United States or Canada without our written consent; or

i. You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance; or
j. You do something or allow others to do something that causes the Vehicle to be subject to confiscation by government authorities; or
k. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not fixed or found within a reasonable time; or
l. Another creditor tries to take the Vehicle by legal process; or
m. If in our judgment the prospect of payment, performance of this Contract, or realization of the Vehicle is significantly impaired; or
n. Any tax or other involuntary lien is filed against the Vehicle.

16. **OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT:** If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:

a. **ACCELERATION:** If you are in Default because you have not made a required payment when due and the installment has remained unpaid for more than ten (10) days or you have failed to maintain any required insurance, we can demand that you pay us the entire unpaid balance owing on this Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.

b. **REPOSSESSION:** We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peacefully come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you agree to ask us in a letter sent to us by certified mail within a reasonable time, but prior to the resale of the Vehicle. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.

c. **VOLUNTARY DELIVERY:** We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. **DELAY IN ENFORCEMENT:** We can delay enforcing our rights under this Contract without losing any rights.

e. **SALE:** If repossessed, we will sell the Vehicle, giving you such notice as is required by law. If your Default consists solely of a failure to make timely payments, you may have certain rights to stop the sale of your Vehicle even after we repossess it if you make timely tender of the amount required to redeem the Vehicle. The money received at sale will be used to pay costs and expenses of repossession and sale, and then to pay the amount you owe on this Contract.

f. **SURPLUS OR DEFICIENCY:** If there is money left from the sale of the Vehicle, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, and if a deficiency is permitted under applicable law, Buyer and Co-Signer agree to pay what is still owed to us.

g. **EXPENSES:** You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law.

17. **MECHANICAL BREAKDOWN PROTECTION, SERVICE PLAN AND WARRANTY** (collectively "Service Contract"): In the event that you are entitled to make any claim under any Service Contract applicable to the Vehicle, you will immediately file a claim with the service company. We may file such a claim on your behalf if you fail or refuse to do so. If you are in Default, we may endorse your name to any check, draft or other instrument we receive in payment of any claim under a Service Contract applicable to the Vehicle or for a refund of any unearned charge or premium.

18. **COMMUNICATIONS CONCERNING DISPUTED DEBTS:** All communications concerning disputed debts, including any payments made by check and marked "payment in full", or with other restrictive endorsements or notices, tendered as full satisfaction of your balance, must be sent to: M&T Bank, Installment Loan Operations, One Fountain Plaza, Buffalo, New York 14203. DO NOT SEND COMMUNICATIONS CONCERNING DISPUTED DEBTS TO THE PLACE WHERE YOU SEND REGULAR MONTHLY PAYMENTS.

19. **HEIRS AND PERSONAL REPRESENTATIVES BOUND:** After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate.

20. **COLLECTION COSTS:** In the event of Default, you agree to pay all our costs of collection, including court costs and reasonable attorneys' fees, to the extent permitted by law. Currently you may be required to pay reasonable attorney's fees up to 15% of the amount owed, plus court costs. If the matter is referred to an attorney who is not our salaried employee.

21. **NOTICES AND CHANGE OF ADDRESS:** Any notice we send you concerning this Contract or your property will be sent to your current mailing address shown in our records concerning this Contract. We can send it by regular mail. Any notice you send or deliver to us concerning this Contract must be in writing and be sent or delivered to: M&T Bank, Installment Loan Operations, One Fountain Plaza, P.O. Box 767, Buffalo, New York 14240.

22. **NO NOTICE OR LOSS OF RIGHTS:** We can exercise any right against any person or property without losing any right against you, the Vehicle, your property or any other property belonging to you now or acquired by you in the future. To the extent permitted by applicable law, we can exercise the right without notifying you unless prohibited by applicable law. We can do any of the following without notifying you or losing any right against you, the Vehicle, your property or any other property belonging to you now or acquired by you in the future: (a) give additional time for the payment of any amount payable under this Contract regardless of the number of times we previously did so and regardless of the length of any additional time we previously gave; (b) give up, fail to exercise or delay exercising any right against any person or property; (c) fail to protect any interest in any property, whether by failing to maintain any insurance, by failing to file any financing statement, by failing to be named on any Certificate of Title or in any other way. For example, M&T Bank can sue you under this Contract whether or not it (a) sues anyone else; (b) repossesses and sells your vehicle; or (c) uses any money that has been or is deposited with it by you or anyone else to pay any amount payable under this Contract but not yet paid.

23. **CHANGES AND GIVING UP OF RIGHTS BY US:** No change in this Contract can be made except in a writing signed by us. You agree to cooperate with us to correct any obvious error in our copy of this Contract. No right against you, the Vehicle or any other property belonging to you now or acquired by you in the future can be given up by us except in a writing signed by us.

24. **CLAIM FOR FAILURE TO OBTAIN INSURANCE OR SERVICE CONTRACT:** If any amount is paid under this Contract for any insurance or service contract and the insurance or service contract is not obtained for any reason, your only claim will be for a refund of that amount.

25. **CONTINUED EFFECTIVENESS:** If any part of this Contract is determined by a court to be invalid, the rest will remain in effect.

26. **WHAT LAW APPLIES:** Any legal question concerning this Contract will be decided in accordance with the law of the State of New York and, to the extent applicable, federal law.

27. **ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.

THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS SELLER HAS GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO

damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in Default under this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. Until all amounts payable under this Contract are paid, you irrevocably authorize us to make and settle any claims to the insurance and to sign your name to endorse any check or other order payable in connection with it (such as a check for any refund of any unearned premium).

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15. **DEFAULT:** In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

- a. You do not make any payment on or before it is due and the installment remains unpaid for more than 10 days; or
- b. You do not keep any promise you made in this Contract; or
- c. You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
- d. You made any untrue statement in the credit application for this Contract; or
- e. You committed any forgery in connection with this Contract; or

Buyer's Guide Window Sticker. If the Vehicle which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Disability Insurance coverage or Group Credit Involuntary Unemployment Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire after the term indicated. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: SEE FRONT SIDE FOR IMPORTANT INFORMATION.

applicable law. We can exercise the right without notifying you unless prohibited by applicable law. We can do any of the following without notifying you or losing any right against you, the Vehicle, your property or any other property belonging to you now or acquired by you in the future: (a) give additional time for the payment of any amount payable under this Contract regardless of the number of times we previously did so and regardless of the length of any additional time we previously gave; (b) give up, fail to exercise or delay exercising any right against any person or property; (c) fail to protect any interest in any property, whether by failing to maintain any insurance, by failing to file any financing statement, by failing to be named on any Certificate of Title or in any other way. For example, M&T Bank can sue you under this Contract whether or not it (a) sues anyone else; (b) repossesses and sells your vehicle; or (c) uses any money that has been or is deposited with it by you or anyone else to pay any amount payable under this Contract but not yet paid.

23. **CHANGES AND GIVING UP OF RIGHTS BY US:** No change in this Contract can be made except in a writing signed by us. You agree to cooperate with us to correct any obvious error in our copy of this Contract. No right against you, the Vehicle or any other property belonging to you now or acquired by you in the future can be given up by us except in a writing signed by us.

24. **CLAIM FOR FAILURE TO OBTAIN INSURANCE OR SERVICE CONTRACT:** If any amount is paid under this Contract for any insurance or service contract and the insurance or service contract is not obtained for any reason, your only claim will be for a refund of that amount.

25. **CONTINUED EFFECTIVENESS:** If any part of this Contract is determined by a court to be invalid, the rest will remain in effect.

26. **WHAT LAW APPLIES:** Any legal question concerning this Contract will be decided in accordance with the law of the State of New York and, to the extent applicable, federal law.

27. **ASSIGNMENT BY BUYER:** Buyer shall not assign this Contract.

THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS SELLER HAS GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.